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Attorneys for Defendant MICHAEL KANYON, as Trustee of
The Thompson Living Trust Dated February 17, 2005

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CUNA MUTUAL INSURANCE SOCIETY,

Plaintiff,

vs.

MARSHAL DOUGLAS THOMPSON and
MICHAEL KANYON,

Defendants.

Case No.: C 11-04011 MEJ

STIPULATION AND ORDER GRANTING
DISCHARGE OF INTERPLEADER
STAKEHOLDER, CUNA MUTUAL
INSURANCE SOCIETY AND AWARD OF
ATTORNEY FEES

STIPULATION

Plaintiff stakeholder, CUNA MUTUAL INSURANCE SOCIETY filed a Motion to Discharge Interpleader and Stakeholder, which is scheduled for hearing on February 2, 2012, at 10:00 a.m. in Courtroom B of the above-entitled Court, before the Honorable Maria-Elena James. Plaintiff, by and through its counsel, Christopher Borders of Hinshaw & Culbertson, and both Defendants, Marshall Douglas Thompson by and through his attorney Henry D. Froneberger of Burroughs & Froneberger, and Michael Kanyon by and through his attorney Gregory G. Spaulding of Spaulding McCullough & Tansil LLP, have now reached agreement that the Motion should be granted, and hereby agree and stipulate as follows:

1 Plaintiff shall retain the amount of \$6,000 (Six Thousand Dollars) from the interpled funds as
2 full satisfaction and payment of Plaintiff's attorney fees and costs in this matter;

3 Plaintiff shall deposit the interpled funds remaining \$419,000 (\$425,000, less the retained
4 amount above, \$6,000) with this Court, pending a resolution of the claims by defendants;

5 Plaintiff shall be discharged and relieved of all further responsibility in this matter;

6 Defendants shall be enjoined from any further assertion of claims against Plaintiff relating to
7 the interpled funds.

8
9 DATED: January 11, 2012

SPAULDING McCULLOUGH & TANSIL LLP
Attorneys for Defendant MICHAEL KANYON, as
Trustee of The Thompson Living Trust Dated
February 17, 2005

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11
12 By: /s/
Gregory G. Spaulding

13
14 DATED: January 11, 2012

HINSHAW & CULBERSON LLP
Attorneys for Plaintiff CUNA MUTUAL
INSURANCE SOCIETY

15
16
17 By: /s/
Christopher J. Borders

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19
20 DATED: January 11, 2012

BURROUGHS & FRONEBERGER
Attorneys for Defendant MARSHALL THOMPSON

21
22 By: /s/
Henry D. Froneberger

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24 **ATTESTATION**

25 Pursuant to General Order 45, section X.B., I hereby attest that concurrence in the filing of
26 this document has been obtained from each of the other signatories.

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ORDER

The Court hereby Orders as follows:

1. Plaintiff shall retain the amount of \$6,000 (Six Thousand Dollars) from the interpled funds as full satisfaction and payment of Plaintiff's attorney fees and costs in this matter;
2. Plaintiff shall deposit the interpled funds remaining \$419,000 (\$425,000, less the retained amount above, \$6,000) with this Court, pending a resolution of the claims by defendants;
3. Plaintiff shall be discharged and relieved of all further responsibility in this matter;
4. Defendants are hereby enjoined from any further assertion of claims against Plaintiff relating to the interpled funds.

IT IS SO ORDERED.

Dated: 1/12/12

